

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

DANNY JOHNSTON,	§	
	§	
Plaintiff / Counter-Defendant,	§	
	§	
v.	§	
	§	
PATRICIA ANN JOHNSTON,	§	
	§	Case No. 6:23-cv-413-JDK
Defendant / Counter-Plaintiff,	§	
	§	
v.	§	
	§	
EAST TEXAS OIL FIELD	§	
CONSTRUCTION, LLC,	§	
	§	
Counter-Defendant.	§	

**ORDER ADOPTING THE REPORT AND RECOMMENDATION
OF THE UNITED STATES MAGISTRATE JUDGE**

Before the Court is Danny Johnston and Patricia Johnston's joint stipulation to the entry of a second agreed temporary injunction. Docket No. 35. On January 12, 2024, United States Magistrate Judge K. Nicole Mitchell issued a Report recommending that the Court GRANT the request and enter the stipulated injunction. Docket No. 36. No objections to the Report have been filed.

This Court reviews the findings and conclusions of the Magistrate Judge de novo only if a party objects within fourteen days of service of the Report and Recommendation. 28 U.S.C. § 636(b)(1). In conducting a de novo review, the Court examines the entire record and makes an independent assessment under the law. *Douglass v. United Servs. Auto. Ass'n*, 79 F.3d 1415, 1430 (5th Cir. 1996) (en banc),

superseded on other grounds by statute, 28 U.S.C. § 636(b)(1) (extending the time to file objections from ten to fourteen days).

Here, no objections have been filed. The Court therefore reviews the Magistrate Judge's findings for clear error or abuse of discretion and reviews the legal conclusions to determine whether they are contrary to law. *See United States v. Wilson*, 864 F.2d 1219, 1221 (5th Cir. 1989), *cert. denied*, 492 U.S. 918 (1989) (holding that, if no objections to a Magistrate Judge's Report are filed, the standard of review is "clearly erroneous, abuse of discretion and contrary to law").

Having reviewed the Magistrate Judge's Report and the record in this case, the Court finds no clear error or abuse of discretion and no conclusions contrary to law. Accordingly, the Court hereby **ADOPTS** the Report and Recommendation of the United States Magistrate Judge (Docket No. 36) as the findings of this Court. The Court therefore **GRANTS** the parties' request for a second agreed temporary injunction and **ORDERS** the following:

1. Neither Patricia Johnston, Danny Johnston, East Texas Oil Field Construction, LLC, nor any person acting in concert with any of them or on behalf of any of them shall:
 - a. Directly or indirectly sell, liquidate, assign, transfer, convert, loan, hypothecate, gift, convey, encumber, pledge, conceal, dissipate, or otherwise dispose of the following property without this Court's authorization:
 - i. The property listed in the Bill of Sale dated December 15, 2020 (a copy of which is attached hereto as Exhibit A), between Patricia Johnston and East Texas Oil Field Construction, LLC (such property being referred to herein as the "Business Property"); and
 - ii. The property listed in Exhibit B hereto (such property being referred to herein as the "Personal Property"); or

- b. Directly or indirectly destroy, erase, delete, alter, or otherwise modify any internet website or social media posting used for the advertising, marketing, promotion, offering for sale, or sale of the Business Property or the Personal Property, without this Court's authorization.


This injunction is binding upon the parties, their agents, servants, and employees, and upon people in concert or participation with them.

The parties have waived service of the writ related to this agreed temporary injunction.

The parties have waived the requirement of a bond. It is therefore **ORDERED** that no bond shall be required.

It is **ORDERED** that this agreed temporary injunction is effective through trial of this matter unless otherwise ordered by the Court.

So **ORDERED** and **SIGNED** this **2nd** day of **February, 2024**.



JEREMY D. KERNODLE
UNITED STATES DISTRICT JUDGE